

**BID RESPONSE FOR
OUTFALL MAINTENANCE SERVICES FOR THE DEPARTMENT OF TRANSPORTATION AND STORMWATER
SERVICES**

Please Print or Type

We the undersigned, as Bidders, hereby declare that we have carefully read this proposal or bid and the provisions, terms and conditions concerning the equipment, materials, supplies or services as called for, and with full knowledge and understanding of the requirements and conditions, do hereby agree to furnish and to deliver as indicated, FOB, City Facility Location, with all transportation charges prepaid, and for the prices quoted thereon as follows.

Item No.	Description	Unit	Quantity	Unit Price (\$)	Total Price (\$)
			(a)	(b)	(c) = (a) x (b)
1	Inspection/Report per Outfall	EA	206	\$ 200.00	\$ 41,200.00
2	Pipe Cleaning 0" - 24" Diameter	EA	150	\$ 1,800.00	\$ 270,000.00
3	Pipe Cleaning 25" - 36" Diameter	EA	34	\$ 2,200.00	\$ 74,800.00
4	Pipe Cleaning 37" - 48" Diameter	EA	8	\$ 3,600.00	\$ 28,800.00
5	Pipe Cleaning 49" - 72" Diameter	EA	2	\$ 5,200.00	\$ 10,400.00
6	Alluvial Fan Removal	CY	1000	\$ 120.00	\$ 120,000.00
7	Hauling and Disposing of Waste/Vegetation Material	TON	5000	\$ 60.00	\$ 300,000.00
8	Mangrove Trimming	SY	1000	\$ 55.00	\$ 55,000.00
9	Box Culvert Cleaning 0 - 23 Square Feet	EA	6	\$ 8,000.00	\$ 48,000.00
10	Box Culvert Cleaning 24 - 36 Square Feet	EA	6	\$ 9,000.00	\$ 54,000.00
11	Contingency Allowance	LS	1	\$ 100,000.00	\$100,000.00

TOTAL COMPUTED PRICE (BASIS OF AWARD): 1,102,200.00

Authorized Signature: _____

W. J. Condit, III

Date: _____

4/13/16



SERVICES AGREEMENT PIGGY-BACK

DATE: July 25, 2019

SERVICE PROVIDER
Gator Dredging 13630 50th Way N. Clearwater, FL 33760 Phone: 727-527-1300 Fax: 727-527-1300

CUSTOMER
Aaron Petersen City of Pinellas Park 6250 82nd Ave N Pinellas Park, FL 33781 Phone: 727-369-5728 Email: apetersen@pinellas-park.com

LOCATION: Pond Dredging at 64th Way N and 102th Ave N

PROJECT SCOPE
Gator Dredging(GD) proposes to perform stormwater facility repairs through a "piggy-back" contractual arrangement. The services indicated below are rates bid and awarded on the City of Tampa Outfall Maintenance Services Contract. Upon completion of inspection of the the wet pond on 64th Way N and 102th Ave N, sediment accumulation was identified and quantified by GD. Material will be dredged and loaded into trucks and hauled to a GD supplied disposal site. If material needs to go to a different site, additional cost may occur. If additional material is requested to be removed, costs are identified below. Note: 1cy=1.25tons Note: Item 7 was reduced do to no landfill tipping fees.

ID	DESCRIPTION	UNIT	QUANTITY	\$ PER UNIT	TOTAL
1	Inspection	EA	1	200.00	\$ 200.00
6	Alluvial Fan Removal	CY	850	120.00	\$ 102,000.00
7	Hauling and disposing of Waste/Vegetation	Ton	1062.5	30.00	\$ 31,875.00
				TOTAL	\$ 134,075.00

The above prices, specifications and conditions are satisfactory and are hereby accepted. Gator Dredging is authorized to perform the work as specified above. Payment will be made as outlined in this proposal.

Gator Dredging may withdraw this proposal if not accepted within thirty (30) days.

Acceptance of Proposal

Signature/Owner: _____

Date: _____

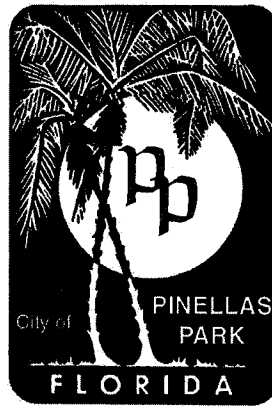
If you have any questions contact Bret Sapp at 727-527-1300

We appreciate the opportunity to provide this scope of services and look forward to working with you.

CGC:1512360

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

November 1, 2019

Mr. Aaron Petersen
Construction Services Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #19-323
City of Tampa Piggyback for Pond Dredging (64th Way and 102nd Avenue)

Dear Mr. Petersen:

I have received and reviewed the above-referenced Contract, which is proposed to be a piggyback of City of Tampa Bid/Contract #31052616 with Waterfront Property Services, LLC, dba Gator Dredging.

After a review of all the items sent to our office, and a review of Pinellas Park's bid requirements in Section 6.602 of the City's Code of Ordinances, it would appear that the Contract between the City of Tampa and Waterfront Property Services, LLC, was secured through a competitive bidding process which is equal to or more stringent than the competitive bidding process required by Pinellas Park City Code. The memorandum provided by the Purchasing Department confirms that they also believe this Contract may be piggybacked.

As long as the items or services that the City wishes to secure from Waterfront Property Services, LLC, are substantially similar and their pricing is in accordance with the pricing provided in the City of Tampa Contract, I am of the opinion that the Contract from the City of Tampa is able to be piggybacked.



PRINTED ON RECYCLED PAPER

In a response sent earlier this week to Mr. Arrison (re City Document 19-318), our office required the following provision pertaining to public records be inserted into the Contract as a new Article V, and the current Article V renumbered to Article VI:

ARTICLE V: Compliance with Public Records Laws

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 727-369-0619, CITYCLERK@PINELLAS-PARK.COM, 5141 78TH AVENUE NORTH, PINELLAS PARK, FLORIDA 33781.

Contractor shall comply with all public records laws, specifically to include:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.
2. Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all applicable requirements for retaining public records and transfer, at no cost, to the Owner, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Owner in a format that is compatible with the information technology systems of the Owner.

Please note that the first paragraph proposed under the new Section V is required by the Statute to be at least 14 point boldfaced type. I know our office has previously required this language in contracts related to public records, and such language has been included in many previous contracts we have reviewed.

Mr. Aaron Petersen
November 1, 2019
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Technically, the proposed Contract incorporates the City of Tampa Bid Package and Contract which also contains substantially similar language in Section 4.28.3 of the City of Tampa Contract. However, it is important that all construction contracts entered into by the City of Pinellas Park contain the above language and, therefore, we would recommend inserting it into this Contract as described above.

If you have any questions, please do not hesitate to contact our office.

Very truly yours,

A handwritten signature in black ink, reading "Lauren C. Rubenstein". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Lauren C. Rubenstein
Assistant City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Bart Diebold, Public Works Administrator

LCR/dh

19-323 City of Tampa Piggyback Pond Dredging.wpd